itself conditionally prohibit. This was true of the decision under the Wilson Act—*Leisy v. Hardin*—but the opinion in the *Clark Distilling Co.* case made it very clear that the Webb Kenyon law was sustained on the ground stated above. The nearest analogy is probably that of local option laws, where the state law goes into operation or ceases to operate within a particular portion of the state according to the number of votes cast for or against the proposition involved. Such laws are generally held valid. The cases and arguments of both sides of that question are fully collected in the two cases which follow. *State ex rel. Witter v. Forkner* (1895) 94 Iowa, 1, 62 N. W. 772; *Fouts v. Hood River* (1905) 46 Ore. 492, 81 Pac. 370.

CONTRACTS—ILLEGALITY—COMBINATION TO OBTAIN CONTRACT FROM GOVERNMENT.—The plaintiffs and the defendant, contractors, agreed to join efforts to obtain for the defendant from the United States Government a contract for construction of a military camp. All were to share in performance and in distribution of profits. It was known that the contract would be let not on competitive bids, but on a cost plus percentage basis, with special reference to ability to construct rapidly. The defendant secured the contract; the plaintiffs sued to recover their agreed share of the profits. *Held,* that the plaintiffs were entitled to relief, as the contract was not against public policy. *Anderson v. Blair* (1918, Ala.) 80 So. 31.

The plaintiff, a member of the Imperial Air Fleet Committee, undertook to use his influence with Government officials to secure capital for the development of the defendant's business, for which service he was to be paid a commission. The Government subsequently made an advance to the defendant to assist him in the production of war materials. An action was brought for the unpaid balance of the commission, while the defendant counterclaimed for the part already paid. *Held,* that the contract was illegal and void as contrary to public policy, and would not be enforced in spite of the defendant's failure to plead the illegality, nor would recovery be allowed of the amount already paid under it. *Montefiore v. Menday Motor Company* (1918, K. B.) 119 L. T. Rep. 340.

Combination to obtain contracts from the government is not, today, illegal in itself; and contracts so to combine will be normally enforced by the courts. *Hegness v. Chilberg* (1915, C. C. A. 9th) 224 Fed. 28. It is otherwise when the use of improper means and influence is provided for, which tend to injuriously affect the public service. A contract secured by such means can not of course be enforced against the government. *Crocker v. United States* (1916) 240 U. S. 74, 36 Sup. Ct. 245. Nor can the parties, as being *in pari delicto,* enforce among themselves an agreement so to procure a government contract. *Gulick v. Ward* (1829, Sup. Ct.) 10 N. J. L. 87; but *cf. Whalen v. Brennan* (1892) 34 Neb. 129, 51 N. W. 759 (agreement not to press a bid already entered); on the general subject of *pari delicto,* see (1915) 24 YALE LAW JOURNAL, 255; (1918) 27 *ibid.* 1090. This holds true although the contract is harmless on its face, where the means used to carry it out are illegal. *McMullen v. Hoffman* (1899) 174 U. S. 639, 19 Sup. Ct. 839. And where a tendency which contravenes public policy is apparent in the terms of the agreement, enforcement is refused at once, without inquiry into whether the actual proceedings of the parties under that agreement were unlawful. *Henry County v. Citizens' Bank of Windsor* (1907) 208 Mo. 209, 234; 106 S. W. 622, 628; *Brown v. Columbus First National Bank* (1894) 137 Ind. 655, 37 N. E. 158. And the position of the *Montefiore* case is sustained by authority, that where the illegality appears on the face of the declaration, or is disclosed by the plaintiff's evidence, the court will of its own motion refuse enforcement, whether or not the defendant pleads or seeks to waive illegality.

Holman v. Johnson (1775, K. B.) 1 Cowp. 341; *Northwestern Salt Co. v. Electrolytic Alkali Co.* (C. A.) [1913] 3 K. B. 422, 424; *Oscanyan v. Arms Co.* (1880) 103 U. S. 261, 266. Inasmuch as, where there is no question of bribery, the evil of combination appears to lie almost wholly in stifling competitive bids, the holding in *Anderson v. Blair* seems undoubtedly sound, there being no question of bidding, and the tendency of the combination being rather to serve the government's purpose of speedy construction. The closely related question of hiring a man to use his "influence" to procure contracts or advances from the government involves delicate problems of policy and of fact. Where "influence" means only able advocacy, or the weight of reputation for honest, sound judgment, it would seem unobjectionable. Where it meant the jockeying of a hanger-on, our Supreme Court has condemned it flatly. *Providence Tool Co. v. Norris* (1864) 2 Wall. 45. Much would seem to turn on the soundness of the proposition advanced, and of the person or firm to be benefited, as in the *Montefiore* case. And it is believed that both of the cases last cited were influenced by the fact that a person of official or semi-official position was involved in the agreement.

INJUNCTIONS—JURISDICTION OF STATE COURT TO ENJOIN SUIT IN ANOTHER STATE COURT—REASONS FOR EXERCISE.—A Georgia railway corporation was sued in Georgia for the death of plaintiff's husband resulting from an accident which occurred in Alabama. Plaintiff and her deceased husband were residents of Alabama. The Georgia corporation sought an injunction from the Alabama courts restraining the farther prosecution of the Georgia action. It alleged that the plaintiff in the damage suit had chosen the Georgia courts in order to evade the "stop, look, and listen" rule of Alabama, which rule, it alleged, did not obtain in Georgia. *Held,* that the Georgia corporation was not entitled to the injunction. Sayre and Somerville, JJ., *dissenting.* *Folkes v. Central of Georgia R. Co.* (1918, Ala.) 80 So. 458.

A resident of Georgia obtained personal service in Tennessee upon another resident of Georgia while the latter was temporarily in Tennessee. The operative facts constituting the cause of action—one of so-called transitory character—occurred in Georgia. The defendant in the Tennessee action sought an injunction from the Georgia courts to restrain the farther prosecution of the action in Tennessee. The petition for the injunction alleged, but in general language only, that the law of Tennessee applicable to the case differed from that of Georgia and that the suit was brought there rather than in Georgia in order to "harrass and annoy" the petitioner into paying the amount demanded rather than to go to the expense of a suit in Tennessee. *Held,* that the petition stated no grounds for equitable relief. *McDaniel v. Alford* (1918, Ga.) 97 S. E. 673.

It is well settled that a court of equity has jurisdiction, i. e., power, to enjoin litigants personally subject to its jurisdiction from prosecuting suits in other jurisdictions. *Portarlington v. Soulby* (1834, Eng. Ch.) 3 My. & K. 104; Story, *Equity Jurisdiction* (14th ed.) sec. 1224. It was at one time supposed that the courts of one state had no power to enjoin a suit in the courts of another state. Story, *op. cit.,* sec. 1225. But the law has long been settled to the contrary. *Kempson v. Kempson* (1899, Ch.) 58 N. J. Eq. 94, 43 Atl. 97; 14 R. C. L. 412. However, there is much conflict as to when the jurisdiction will be exercised. The commonest case is where a resident of one state is seeking to evade the laws of his domicile by suing in another state—as, for example, where he sues in the foreign court to evade an exemption law of his own state. In such cases it is usual to grant an injunction. *Wilson v. Joseph* (1886) 109 Ind. 490; *Teeger v. Landsley* (1886) 69 Iowa, 725; (1888) 23 CENT. L. J. 268. So also where the